

DEED OF SALE (CONVEYANCE) OF LAND BY MINOR

The Transfer of Property Act 1882

THIS INDENTURE MADE ON THE ____ DAY OF _____ MONTH _____ YEAR.

CONVEYANCE:

Land : _____ Acre

Price: Rs. _____

Mouza : _____.

J.L. No. : _____

P.S. : _____.

Dt. : _____.

No Co-sharer.

B E T W E E N

Sri/Smt _____, son/daughter/wife of _____, _____ by religion, _____ by occupation, resident of _____ (Address with pin code, P.O, P.S and District)- hereinafter called the "PURCHASER" (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, successors, legal representatives, administrators and assigns) of the ONE PART.

A N D

MINOR _____, the minor is represented by and through his father and natural guardian - _____, (son/daughter/wife of _____) by occupation _____, by religion _____, resident of _____ (Address with pin code, P.O, P.S and District) - hereinafter called the "VENDORS" (Which expression shall mean and include unless excluded by or repugnant to the context his executors, successors, legal representatives and assigns) of the OTHER PART.

A N D

W H E R E A S the Vendor hereof, by virtue of a Deed of Sale registered in the office of the District Sub-Registrar _____, being Document No. _____ for the year _____ (dated _____) purchased for valuable consideration from _____, represented by KARTA – _____ and its co-partner 1. _____ and 2. _____ of _____ (Name of place) and become absolute owner in possession of land measuring _____ acre in Plot No. _____ and _____, recorded in Khatian No. _____ and _____, of Mouza _____, J.L. No. _____, Sheet No. _____, within the jurisdiction of P.S. _____, Pargana- _____, Dist- _____, as fully described in the SCHEDULE Appended below and as shown and delineated by Plot No. _____ quoted with _____ in the map or plan annexed herewith forming part of these presents, having permanent, heritable and transferrable right, title and interest therein, free from all encumbrances and charges whatsoever.

A N D

W H E R E A S the Vendor being in need of money for their own developmental plans, has firmly and finally decided to sell their said land measuring _____ acre and has also offered for sale their said land disclosing the aforesaid facts relating thereto and declaring the same free from all encumbrances

and charges whatsoever.

A N D

W H E R E A S the Purchaser relying on the aforesaid statements of the Vendor has agreed to purchase the said land of the Vendors as shown and delineated in the said annexed map or plan (hereinafter the said land referred to as "BELOW SCHEDULED PROPERTY" for the sake of brevity) at or for the price of Rs. _____ (Rupees in word) only, free from all encumbrances and charges whatsoever.

A N D

W H E R E A S the Vendor considering the price so offered by the purchaser as fair, reasonable and highest in the prevailing market, has firmly and finally agreed to sell the said below-scheduled property to the Purchaser at or for the price of Rs. _____ (Rupees in word) only, free from all encumbrances and charges whatsoever.

NOW THIS INDENTURE OF SALE WITNESSETH that in pursuance of the aforesaid offer, acceptance and in consideration of the sum of _____ (Rupees in word) only, paid by the Purchaser this day to the Vendors in cash (the receipts whereof the Vendors does hereby acknowledge as having received and the Vendor also grants full discharge to the Purchaser from the payment thereof) the Vendor DOTH hereby convey, assign, sell and transfer the said below-scheduled property together with all his right, title, interest, hereditaments, liberties, easements, trees and fences etc. whatsoever in any way belonging to or reputed to belong in there with and makes over possession thereof unto and in favour of the purchaser absolutely and for ever TO HAVE AND TO HOLD the same as on absolute estate by the purchaser as exclusive owner thereof, peaceably and quietly, with, permanent, heritable and transferrable right, and without any claim, objection, interference or interruption from the Vendor or any person or persons claiming under her subject to the payment of land revenue and other taxes to the Superior Landlord- now the Govt. of _____ (Name of State).

THE VENDOR declare that the interest which is hereby transferred subsists as on the date of these presents, and that there exists no previous transfer, mortgage, contract for sale or otherwise by the Vendor in favour of any other person or party respecting the said below-scheduled property, and that the property hereby transferred, expressed or intened so to be suferes from no defect of title, and that the recitals made hereinabove are true, and in the event of any contrary is proved, the Vendor shall be liable to be dealt with according to law and shall also be liable to make good the loss or injury which the purchase may suffer or sustain in consequence thereof.

The Vendor further covenants with the Purchaser that if for any defect of title of the said below-scheduled land or for any act done or suffered to be done by the Vendor the purchaser be deprived of ownership or of possession of the said below scheduled land or any part thereof in furute, then the Vendor shall return to the purchaser the full or proportionate part of the consideration money as the case may be together with an interest at the rate of rupees fifteen percent per annum from the date of such deprivation of ownership or of possession, and the Vendor shall also pay adequate compensation to the Purchaser for any other loss or injury which the Purchaser may suffer or sustain resulting therefrom.

SCHEDULE OF LAND SOLD BY THIS DEED

ALL THAT PIECE OR PARCEL of land measuring _____ acre _____ (In word) acres equal to four kathas _____ chattaks of plot No. _____ (In word) and Plot No. _____ (In word) of Sheet No. _____ (In word), recorded in Khatian No. _____ (In word) and _____ (In word) of Mouza _____, J.L.No. _____, Police Station _____, Sub-Division & District Sub-Registry office _____, Pargana _____, Touzi No. _____, District _____ as shown and delineated by Plot No. _____ quoted with _____ in the map or plan annexed herewith forming part of these presents together with an easement right to use as passage a _____ (In word) feet width private road connecting _____ on the East/West/North/South with the _____ on the West left by the Vendor and other contiguous plot owners as shown and delineated in the said annexed map, is sold by these Deed of Sale (Conveyance).

THE Land measuring _____ acre is butted and bounded as follows :-

On the North : Land shown Plot No. ' _____ in the enclosed map.

On the South : _____ Wide Private Road as aforesaid.

On the East : Land shown by Plot No. _____ in the enclosed map.

On the West : Land shown by Plot No. _____ in the enclosed map.

Yearly rent for the said sold by this is Rs. _____ paisa payable to the Superior Landlord- now the Govt. of _____(Name of State).

IN WITNESS WHERE OF the Vendor, in good health and concious mind, has set and subscribed their hands on this Deed of Sale (Conveyance) on the day, month and year first above written.

WINESESSES:

1.

2.

Drafted, readover and explained by

me and typed in my office:

Advocate, _____(Name of place).